

State of Arkansas  
OFFICE OF STATE PURCHASING  
1509 West Seventh Street, Room 300 72201-3966  
P. O. Box 2940 72203-2940  
Little Rock, Arkansas  
501-324-9316

STATE CONTRACT AWARD - EXTENDED

THIS IS A TERM CONTRACT ISSUED BY THE OFFICE OF STATE PURCHASING.  
THIS IS NOT AUTHORITY TO SHIP. A SEPARATE PURCHASE ORDER WILL BE  
ISSUED. THIS CONTRACT CONSTITUTES ACCEPTANCE OF YOUR BID ALONG  
WITH ALL TERMS AND CONDITIONS THEREIN AND SIGNIFIES THE OFFERER'S  
KNOWLEDGE AND ACCEPTANCE OF ALL TERMS AND CONDITIONS SET FORTH  
WITHIN THE INVITATION FOR BID.

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BUYER: DALE LaMOTTE

CONTRACT/BID NO.: ST-98-1525

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DESCRIPTION: ALL-STATE TELEPHONE INSTRUMENTS

CONTRACT PERIOD: DATE OF AWARD THROUGH AUGUST 31, 2002 WITH  
OPTION TO RENEW FOR ONE (1) ADDITIONAL ONE (1) YEAR PERIOD.

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CONTRACT VALUE: N/A

COMMODITY CLASS: 840-60, 90

PURCHASE REQUEST NO.: N/A

AGENCY CONTACT/PHONE: BECKY RAINS (501) 682-4003

DELIVERY REQUIREMENTS: AS SPECIFIED IN CONTRACT AWARD

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PRICES ARE F.O.B. DESTINATION, INSIDE DELIVERY, UNLESS OTHERWISE  
SPECIFIED.

INVOICE TO:

ALL STATE AGENCIES AND  
COOPERATIVE PROGRAM PARTICIPANTS

DELIVER TO:

ORDERING AGENCY LOCATION  
WITHIN THE STATE OF ARKANSAS

CONTRACT AWARD TO:  
AS SPECIFIED ON PAGE 2

CONTACT NAME:  
TELEPHONE NO.:  
FAX NO.:  
VENDOR NO.:  
FEDERAL I.D. NO.:

**STATE OF ARKANSAS OFFICE OF STATE PURCHASING**

**BY:**\_\_\_\_\_

**DATE:**\_\_\_\_\_

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**CONTRACTORS**

**AASIS VENDOR # 100060146**

**AASIS CONTRACT # 4600000024**

Southwestern Bell Telephone Co.  
700 W. 29th  
Room 475  
No. Little Rock, AR 72114  
Contract Item #1-17

CONTACT: Rodney Curry  
PHONE #: 501-257-9810  
FAX #: 501-373-5648

**AASIS VENDOR #100048710**

**AASIS CONTRACT #4600000026**

Alltel Communications, Inc.  
#1 Allied Drive  
Little Rock, AR 72202  
Contract Item #18-20,21-26,27,  
55-71,72-74,75-80,81

CONTACT: Tony Ferguson  
PHONE #: 501-905-7424  
FAX #: 501-905-6088

**AASIS VENDOR # 100000804**

**AASIS CONTRACT #4600000304**

Progressive Technologies, Inc.  
10525 Hampshire Ave. S.  
Suite 600  
Bloomington, MN 55438  
Contract Item # 45-47,99-101

CONTACT: Paul Bury  
PHONE #: 612-942-7200  
FAX #: 612-942-7300

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PURPOSE AND INTENT:

It is the intent of this award to establish a term contract from which the State of Arkansas will purchase telephone instruments for central office environments, such as Centrex. All state agencies (unless specifically exempted by law) purchasing telephone instruments with the following specifications will purchase from this contract. State agencies should have the appropriate Department of Information Systems/Office of Technology approvals when purchasing off of this contract. The DIS contact person is Becky Rains at (501) 682-4003.

TYPE OF CONTRACT:

This will be a cash purchase contract for new and refurbished equipment. All sets must be warranted on-site by the vendor(s) for a period of one (1) year after the acceptance date of the equipment. Warranty will cover defects in material and workmanship.

New equipment must be in factory cartons, never issued or used. Demonstrators or floor models are not acceptable as new equipment.

Refurbished equipment must meet the operating standards and specifications as recommended by the original manufacturer. Equipment offered must be fully supported by the original manufacturer for parts and technical assistance. Demonstrators and floor models meeting the above requirements will be deemed acceptable as refurbished equipment.

After the one (1) year warranty period expires, ongoing maintenance may be purchased by the agency.

NOTE: Any vendor(s) awarded any refurbished section of this contract, who cannot supply refurbished product, must substitute new equipment at the refurbished price awarded.

CONTRACT PERIOD:

The term of the proposed contract shall be date of award through August 31, 2001.

The Office of State Purchasing reserves the option to renew this contract in accordance with the original terms and conditions, upon mutual written agreement, for two (2) additional one (1) year periods.

AWARD AND ADMINISTRATION:

The Director of Office of State Purchasing will be responsible for the award and administration of the contract. It will be the responsibility of the using agency to obtain appropriate approvals from the Department of Information Systems/Office of Technology.

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NO BRAND/MODEL NUMBER SUBSTITUTIONS:

The Department of Information Systems/Office of Information Technology has specified no substitutions for brand or model numbers.

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ESTIMATED QUANTITIES:

The D.I.S./O.I.T. has attempted to reflect estimates of probable usage over the three (3) year term of this contract. These estimates do not represent a firm commitment in quantity. The State may elect to order more or less than the quantity indicated.

ORDERING:

The requesting agency will issue purchase orders directly to the vendor(s) stating the contract number, item number, quantity and location for delivery. The purchase order will also indicate the agency contact person and phone number of that individual.

DELIVERY:

All quotations will be F.O.B. Destination, which shall mean delivered to the receiving dock, agency stockroom or other point specified in the agency purchase order. Vendor must assume responsibility for loss and damage of equipment while in transit and until formal acceptance by purchasing agency. Payment will only be made after equipment has been delivered and accepted.

The successful vendor(s) will be required to deliver items awarded within seven (7) calendar days after receipt of agency purchase order.

SELLING TO COOPERATIVE PURCHASING PROGRAM PARTICIPANTS:

Arkansas Purchasing Law provides that local public procurement units (counties, municipalities, school districts, certain not-for-profit corporations, etc.) may participate in state purchasing contracts. The contractor(s) therefore agree(s) to sell to Cooperative Purchasing Program participants at the option of the program participants. Unless otherwise stated, all standard and special terms and conditions listed within the Invitation for Bid must be equally applied to such participants.

SUMMARY OF TOTAL SALES:

Vendor(s) will be required to submit a summary of total sales for the following periods by the accompanying due dates listed below:

<u>Period</u>	<u>Summary Due Date</u>
Date of Award - June 30, 1999	August 2, 1999
July 1, 1999 - June 30, 2000	August 7, 2000
July 1, 2000 - June 30, 2001	August 6, 2001

This summary will specify the contract item number, brand and model number, quantity and total dollars for all orders placed in each period.

STATE OF ARKANSAS  
INVITATION FOR BID

BID NO: ST-98-1525

PAGE 7

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BIDDER/CONTACT INFORMATION:

See Page #2.

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**CRITERIA FOR CANCELLATION:**

Any vendor, subsequent to award of any portion of this contract resulting from this bid, who does not comply with any part of the terms and conditions (both general and special), may receive immediate notice of cancellation. Agency personnel will be instructed to notify this office, in writing, of any action which it deems not in compliance. A vendor will be notified, in writing, of any complaint lodged against him and shall have the right of appeal to the Administrator of State Purchasing. The Administrator shall be the final authority of the validity of the complaint and shall determine if the cancellation shall stand if appealed.



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SECTION I - SPECIFICATIONS

FULL SERVICE - NEW EQUIPMENT

The following items must include any batteries, power supplies, adapters or interface devices required for the initial operation of the equipment ordered. The vendor(s) must ship set(s) to the specified address, provide complete training on the set(s), complete designation strips and test central office features on each set. Equipment provided **MUST BE NEW.**

<u>ITEM #</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>DESCRIPTION (NO SUBSTITUTIONS)</u>
1.	1000 EA	<u>\$402.58</u> per each	<b>MATERIAL #10011166</b> M5316 Meridian Business Set w/Display and Handsfree Capability
2.	1000 EA	<u>\$402.58</u> per each	<b>MATERIAL #10011167</b> M5216 Meridian Business Set w/Display and Headset Capability
3.	1000 EA	<u>\$286.28</u> per each	<b>MATERIAL #10011168</b> M5208 Meridian Business Set w/Display
4.	500 EA	<u>\$179.89</u> per each	<b>MATERIAL #10011169</b> M5008 Meridian Business Set without Display
5.	1000 EA	<u>\$85.04</u> per each	<b>MATERIAL #10011170</b> M8003 Meridian Business Set
6.	1000 EA	<u>\$176.55</u> per each	<b>MATERIAL #10011171</b> M9316 Meridian Business Set w/Caller ID and Speaker Phone
7.	500 EA	<u>\$92.51</u> per each	<b>MATERIAL #10011172</b> M522 Meridian Mate Expansion Module
8.	2000 EA	<u>\$106.70</u> per each	<b>MATERIAL #10011173</b> M8009 Meridian Six Button Business Set
9.	6000 EA	<u>\$164.67</u> per each	<b>MATERIAL #10011174</b> M8314 Meridian Handsfree Business Set
10.	500 EA	<u>\$176.55</u> per each	<b>MATERIAL #10011175</b> M8417 Meridian 2-Line Handsfree Business Set
11.	500 EA	<u>\$164.67</u> per each	<b>MATERIAL #10011176</b> M9216 Meridian Single Line w/Message Waiting Light
12.	500 EA	<u>\$226.49</u>	<b>MATERIAL #10011177</b> NT-1 Network Termination Unit-

STATE OF ARKANSAS  
INVITATION FOR BID

BID NO: ST-98-1525

PAGE 10

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per each Nortel

- |     |        |                             |   |
|-----|--------|-----------------------------|---|
| 13. | 500 EA | <u>\$186.91</u><br>per each | <b>MATERIAL #10011178</b> Maestro 3500 Caller ID<br>Telephone Set-Nortel                  |
| 14. | 500 EA | <u>\$207.29</u><br>per each | <b>MATERIAL #10011179</b> Maestro 9417 2-Line Handsfree<br>Set-Nortel                     |
| 15. | 500 EA | <u>\$201.00</u><br>per each | <b>MATERIAL #10011180</b> Maestro 6300 Caller ID Cordless<br>w/Speaker Phone-Nortel       |
| 16. | 500 EA | <u>\$129.74</u><br>per each | <b>MATERIAL #10011181</b> Maestro 1500 Single Line<br>Analog Set-Nortel                   |
| 17. | 500 EA | <u>\$135.56</u><br>per each | <b>MATERIAL #10011182</b> Maestro 1500 CW Single Line<br>Analog Set w/Call Waiting-Nortel |

ITEMS # 1 - 17 AWARDED ALL OR NONE

ITEMS # 1 - 17 ALL OR NONE VENDOR SOUTHWESTERN BELL

STATE OF ARKANSAS  
INVITATION FOR BID

BID NO: ST-98-1525

PAGE 11

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<u>ITEM #</u>	<u>ESTIMATED</u>	<u>UNIT</u>	<u>DESCRIPTION (NO SUBSTITUTIONS)</u>
	<u>QUANTITY</u>	<u>PRICE</u>	

18.	500 EA	<u>\$419.00</u>	Tone Commander 6220TB per each
19.	500 EA	<u>\$402.86</u>	Lucent 8510, 9 Button 5ESS per each Proprietary Set
20.	500 EA	<u>\$688.57</u>	Lucent 8520, 29 Button 5ESS per each Proprietary Set

ITEMS # 18 - 20 AWARDED ALL OR NONE  
ITEMS # 18 - 20 ALL OR NONE VENDOR ALLTEL

21.	100 EA	<u>\$378.50</u>	Tone Commander 500 Console per each
22.	100 EA	<u>\$514.50</u>	Tone Commander 522 Console per each
23.	100 EA	<u>\$1,530.00</u>	Tone Commander Centracom 524 per each
24.	100 EA	<u>\$1,963.47</u>	Tone Commander Centracom 1030 per each
25.	100 EA	<u>\$3,529.20</u>	Tone Commander Centracom 1560 per each
26.	100 EA	<u>\$3,088.20</u>	Tone Commander Centracom 30E per each

ITEMS # 21 - 26 AWARDED ALL OR NONE  
ITEMS # 21 - 26 ALL OR NONE VENDOR ALLTEL

27.	100 EA	<u>\$207.06</u>	Cidco CL-900, 900 mhz Cordless per each Caller ID Set
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VENDOR: ALLTEL

SECTION II - SPECIFICATIONS

FULL SERVICE - REFURBISHED EQUIPMENT

The following items must include any batteries, power supplies, adapters or interface devices required for the initial operation of the equipment ordered. The vendor(s) must ship set(s) to the specified address, provide complete training on the set(s), complete designation strips and test central office features on each set. Equipment provided will be REFURBISHED to meet operating standards and specifications as recommended by the original manufacturer.

STATE OF ARKANSAS  
INVITATION FOR BID

BID NO: ST-98-1525

PAGE 12

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<u>ITEM #</u>	<u>ESTIMATED</u> <u>QUANTITY</u>	<u>UNIT</u> <u>PRICE</u>	<u>DESCRIPTION</u> (NO SUBSTITUTIONS)
28.	1000 EA \$ <u>NA</u> per each		M5316 Meridian Business Set w/Display and Handsfree Capability

STATE OF ARKANSAS  
INVITATION FOR BID

BID NO: ST-98-1525

PAGE 13

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29.	1000 EA	<u>\$NA</u> per each	M5216 Meridian Business Set w/Display and Headset Capability
30.	1000 EA	<u>\$NA</u> per each	M5208 Meridian Business Set w/Display
31.	500 EA	<u>\$NA</u> per each	M5008 Meridian Business Set without Display
32.	1000 EA	<u>\$NA</u> per each	M8003 Meridian Business Set
33.	1000 EA	<u>\$NA</u> per each	M9316 Meridian Business Set w/Caller ID and Speaker Phone
34.	500 EA	<u>\$NA</u> per each	M522 Meridian Mate Expansion Module
35.	2000 EA	<u>\$NA</u> per each	M8009 Meridian Six Button Business Set
36.	6000 EA	<u>\$NA</u> per each	M8314 Meridian Handsfree Business Set
37.	500 EA	<u>\$NA</u> per each	M8417 Meridian 2-Line Handsfree Business Set
38.	500 EA	<u>\$NA</u> per each	M9216 Meridian Single Line w/Message Waiting Light
39.	500 EA	<u>\$NA</u> per each	NT-1 Network Termination Unit-Nortel
40.	500 EA	<u>\$NA</u> per each	Maestro 3500 Caller ID Telephone Set-Nortel
41.	500 EA	<u>\$NA</u> per each	Maestro 9417 2-Line Handsfree Set-Nortel
42.	500 EA	<u>\$NA</u> per each	Maestro 6300 Caller ID Cordless w/Speaker Phone-Nortel
43.	500 EA	<u>\$NA</u> per each	Maestro 1500 Single Line Analog Set-Nortel
44.	500 EA	<u>\$NA</u> per each	Maestro 1500 CW Single Line Analog Set w/Call Waiting-Nortel

ITEMS # 28 - 44 AWARDED ALL OR NONE

ITEMS # 28 - 44 ALL OR NONE VENDOR NO AWARD

<u>ITEM #</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>DESCRIPTION</u> (NO SUBSTITUTIONS)
45.	500 EA	<u>\$929.00</u> per each	<b>MATERIAL #10011210</b> Lucent 8528T, 28 Button 5ESS Proprietary Set
46.	500 EA	<u>\$389.00</u> per each	<b>MATERIAL #10011211</b> Lucent 8510, 9 Button 5ESS Proprietary Set
47.	500 EA	<u>\$679.00</u>	<b>MATERIAL #10011212</b> Lucent 8520, 29 Button 5ESS

STATE OF ARKANSAS  
INVITATION FOR BID

BID NO: ST-98-1525

PAGE 14

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per each Proprietary Set

ITEMS # 45 - 47 AWARDED ALL OR NONE

ITEMS # 45 - 47 ALL OR NONE VENDOR PROGRESSIVE TECH

48.	100 EA	<u>\$NA</u> per each	Tone Commander 500 Console
49.	100 EA	<u>\$NA</u> per each	Tone Commander 522 Console
50.	100 EA	<u>\$NA</u> per each	Tone Commander Centracom 524

STATE OF ARKANSAS  
INVITATION FOR BID

BID NO: ST-98-1525

PAGE 15

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|-----|--------|-------------|-------------------------------|
| 51. | 100 EA | <u>\$NA</u> | Tone Commander Centracom 1030 |
|     |        | per each    |                               |
| 52. | 100 EA | <u>\$NA</u> | Tone Commander Centracom 1560 |
|     |        | per each    |                               |
| 53. | 100 EA | <u>\$NA</u> | Tone Commander Centracom 30E  |
|     |        | per each    |                               |

ITEMS # 48 - 53 AWARDED ALL OR NONE

ITEMS # 48 - 53 ALL OR NONE VENDOR NO AWARD

- |     |        |             |                                |
|-----|--------|-------------|--------------------------------|
| 54. | 100 EA | <u>\$NA</u> | Cidco CL-900, 900 mhz Cordless |
|     |        | per each    | Caller ID Set                  |

VENDOR: NO AWARD

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**SECTION III - SPECIFICATIONS**

**DROP-SHIP - NEW EQUIPMENT**

The following items must include any batteries, power supplies, adapters or interface devices required for the initial operation of the equipment ordered. The vendor(s) must deliver the set(s) directly to the specified address on the agency purchase order. Equipment provided **MUST BE NEW**.

**NOTE: ORDERING AGENCY WILL BE RESPONSIBLE FOR TRAINING, TESTING AND COMPLETION OF THE DESIGNATION STRIPS FOR THE SET(S) DROP-SHIPED.**

<u>ITEM #</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>DESCRIPTION</u> (NO SUBSTITUTIONS)
55.	1000 EA	<u>\$313.81</u> per each	<b>MATERIAL #10011166</b> M5316 Meridian Business Set w/Display and Handsfree Capability
56.	1000 EA	<u>\$318.55</u> per each	<b>MATERIAL #10011167</b> M5216 Meridian Business Set w/Display and Headset Capability
57.	1000 EA	<u>\$200.81</u> per each	<b>MATERIAL #10011168</b> M5208 Meridian Business Set w/Display
58.	500 EA	<u>\$109.64</u> per each	<b>MATERIAL #10011169</b> M5008 Meridian Business Set without Display
59.	1000 EA	<u>\$30.58</u> per each	<b>MATERIAL #10011170</b> M8003 Meridian Business Set
60.	1000 EA	<u>\$121.70</u> per each	<b>MATERIAL #10011171</b> M9316 Meridian Business Set w/Caller ID and Speaker Phone
61.	500 EA	<u>\$82.62</u> per each	<b>MATERIAL #10011172</b> M522 Meridian Mate Expansion Module
62.	2000 EA	<u>\$51.76</u> per each	<b>MATERIAL #10011173</b> M8009 Meridian Six Button Business Set
63.	6000 EA	<u>\$109.81</u> per each	<b>MATERIAL #10011174</b> M8314 Meridian Handsfree Business Set
64.	500 EA	<u>\$121.70</u> per each	<b>MATERIAL #10011175</b> M8417 Meridian 2-Line Handsfree Business Set



STATE OF ARKANSAS  
INVITATION FOR BID

BID NO: ST-98-1525

PAGE 17

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|-----|--------|-----------------------------|---|
| 65. | 500 EA | <u>\$109.81</u><br>per each | <b>MATERIAL #10011176</b> M9216 Meridian Single Line<br>w/Message Waiting Light           |
| 66. | 500 EA | <u>\$216.00</u><br>per each | <b>MATERIAL #10011177</b> NT-1 Network Termination<br>Unit-Nortel                         |
| 67. | 500 EA | <u>\$107.64</u><br>per each | <b>MATERIAL #10011178</b> Maestro 3500 Caller ID<br>Telephone Set-Nortel                  |
| 68. | 500 EA | <u>\$162.47</u><br>per each | <b>MATERIAL #10011179</b> Maestro 9417 2-Line<br>Handsfree Set-Nortel                     |
| 69. | 500 EA | <u>\$164.77</u><br>per each | <b>MATERIAL #10011180</b> Maestro 900DDS Cordless<br>Telephone w/Caller ID-Nortel         |
| 70. | 500 EA | <u>\$67.93</u><br>per each  | <b>MATERIAL #10011181</b> Maestro 1500 Single Line<br>Analog Set-Nortel                   |
| 71. | 500 EA | <u>\$75.67</u><br>per each  | <b>MATERIAL #10011182</b> Maestro 1500 CW Single<br>Line Analog Set w/Call Waiting-Nortel |

ITEMS # 55 - 71 AWARDED ALL OR NONE

ITEMS # 55 - 71 ALL OR NONE VENDOR ALLTEL

STATE OF ARKANSAS  
INVITATION FOR BID

BID NO: ST-98-1525

PAGE 18

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<u>ITEM #</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>DESCRIPTION (NO SUBSTITUTIONS)</u>
72.	500 EA	<u>\$369.13</u> per each	<b>MATERIAL #10011183</b> Lucent 8528T, 28 Button 5ESS Proprietary Set
73.	500 EA	<u>\$342.86</u> per each	<b>MATERIAL #10011184</b> Lucent 8510, 9 Button 5ESS Proprietary Set
74.	500 EA	<u>\$628.57</u> per each	<b>MATERIAL #10011185</b> Lucent 8520, 29 Button 5ESS Proprietary Set

ITEMS # 72 - 74 AWARDED ALL OR NONE

ITEMS # 72 - 74 ALL OR NONE VENDOR ALLTEL

75.	100 EA	<u>\$318.50</u> per each	<b>MATERIAL #10011186</b> Tone Commander 500 Console
76.	100 EA	<u>\$454.50</u> per each	<b>MATERIAL #10011187</b> Tone Commander 522 Console
77.	100 EA	<u>\$1470.00</u> per each	<b>MATERIAL #10011188</b> Tone Commander Centracom 524
78.	100 EA	<u>\$1903.47</u> per each	<b>MATERIAL #10011189</b> Tone Commander Centracom 1030
79.	100 EA	<u>\$3469.20</u> per each	<b>MATERIAL #10011190</b> Tone Commander Centracom 1560
80.	100 EA	<u>\$3028.20</u> per each	<b>MATERIAL #10011191</b> Tone Commander Centracom 30E

ITEMS # 75 - 80 AWARDED ALL OR NONE

ITEMS # 75 - 80 ALL OR NONE VENDOR ALLTEL

81.	100 EA	<u>\$147.06</u> per each	<b>MATERIAL #10011192</b> Cidco CL-900, 900 mhz Cordless Caller ID Set
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VENDOR: ALLTEL

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**SECTION IV - SPECIFICATIONS**

**DROP-SHIP - REFURBISHED EQUIPMENT**

The following items must include any batteries, power supplies, adapters or interface devices required for the initial operation of the equipment ordered. The vendor(s) must deliver the set(s) directly to the specified address on the agency purchase order. Equipment provided will be **REFURBISHED** to meet operating standards and specifications as recommended by the original manufacturer.

**NOTE: ORDERING AGENCY WILL BE RESPONSIBLE FOR TRAINING, TESTING AND COMPLETION OF THE DESIGNATION STRIPS FOR THE SET(S) DROP-SHIPED.**

<u>ITEM #</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>DESCRIPTION</u> (NO SUBSTITUTIONS)
82.	1000 EA	<u>\$NA</u> per each	M5316 Meridian Business Set w/Display and Handsfree Capability
83.	1000 EA	<u>\$NA</u> per each	M5216 Meridian Business Set w/Display and Headset Capability
84.	1000 EA	<u>\$NA</u> per each	M5208 Meridian Business Set w/Display
85.	500 EA	<u>\$NA</u> per each	M5008 Meridian Business Set without Display
86.	1000 EA	<u>\$NA</u> per each	M8003 Meridian Business Set
87.	1000 EA	<u>\$NA</u> per each	M9316 Meridian Business Set w/Caller ID and Speaker Phone
88.	500 EA	<u>\$NA</u> per each	M522 Meridian Mate Expansion Module
89.	2000 EA	<u>\$NA</u> per each	M8009 Meridian Six Button Business Set
90.	6000 EA	<u>\$NA</u> per each	M8314 Meridian Handsfree Business Set
91.	500 EA	<u>\$NA</u> per each	M8417 Meridian 2-Line Handsfree Business Set
92.	500 EA	<u>\$NA</u> per each	M9216 Meridian Single Line w/Message Waiting Light
93.	500 EA	<u>\$NA</u> per each	NT-1 Network Termination Unit-Nortel
94.	500 EA	<u>\$NA</u> per each	Maestro 3500 Caller ID Telephone Set-Nortel
95.	500 EA	<u>\$NA</u> per each	Maestro 9417 2-Line Handsfree Set-Nortel
96.	500 EA	<u>\$NA</u>	Maestro 6300 Caller ID Cordless

STATE OF ARKANSAS  
INVITATION FOR BID

BID NO: ST-98-1525

PAGE 20

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97.	500 EA	per each	w/Speaker Phone-Nortel
		<u>\$NA</u>	Maestro 1500 Single Line
98.	500 EA	per each	Analog Set-Nortel
		<u>\$NA</u>	Maestro 1500 CW Single Line Analog Set
		per each	w/Call Waiting-Nortel

ITEMS # 82 - 98 AWARDED ALL OR NONE  
ITEMS # 82 - 98 ALL OR NONE VENDOR NO AWARD

<u>ITEM #</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>DESCRIPTION (NO SUBSTITUTIONS)</u>
99.	500 EA	<u>\$929.00</u>	Lucent 8528T, 28 Button 5ESS
		per each	Proprietary Set
100.	500 EA	<u>\$389.00</u>	Lucent 8510, 9 Button 5ESS
		per each	Proprietary Set
101.	500 EA	<u>\$679.00</u>	Lucent 8520, 29 Button 5ESS
		per each	Proprietary Set

ITEMS # 98 - 101 AWARDED ALL OR NONE  
ITEMS # 98 - 101 ALL OR NONE VENDOR PROGRESSIVE TECH

102.	100 EA	<u>\$NA</u>	Tone Commander 500 Console
		per each	
103.	100 EA	<u>\$NA</u>	Tone Commander 522 Console
		per each	
104.	100 EA	<u>\$NA</u>	Tone Commander Centracom 524
		per each	
105.	100 EA	<u>\$NA</u>	Tone Commander Centracom 1030
		per each	
106.	100 EA	<u>\$NA</u>	Tone Commander Centracom 1560
		per each	
107.	100 EA	<u>\$NA</u>	Tone Commander Centracom 30E
		per each	

ITEMS # 102 - 107 AWARDED ALL OR NONE  
ITEMS # 102 - 107 ALL OR NONE VENDOR NO AWARD

108.	100 EA	<u>\$NA</u>	Cidco CL-900, 900 mhz Cordless
		per each	Caller ID Set

VENDOR: NO AWARD

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### TERM AWARD TERMS AND CONDITIONS

1. **GENERAL:** All terms and conditions stated in the invitation for bid govern this contract.
2. **PRICES:** Prices are firm and not subject to escalation, unless otherwise specified in the invitation for bid.
3. **DISCOUNTS:** All cash discounts offered will be taken if earned.
4. **TAXES:** Most state agencies must pay state sales tax. Before billing, the contractor should contact the ordering agency to find out if that agency must pay sales tax. Itemize state sales tax when applicable on invoices.
5. **BRAND NAME REFERENCES:** The contractor guarantees that the commodity delivered is the same as specified in the bid.
6. **GUARANTY:** All items delivered are to be newly manufactured, in first- class condition, latest model and design, including, where applicable, containers suitable for shipment and storage unless otherwise indicated in the bid invitation. The contractor guarantees that everything furnished hereunder will be free from defects in design, workmanship, and material; that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which furnished. The contractor further guarantees that if the items furnished hereunder are to be installed by the contractor, such items will function properly when installed. The contractor also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling, and registration. The contractor's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified in the invitation for bid.
7. **AWARD:** This contract award does not authorize shipment. Shipment against this contract is authorized by the receipt of a purchase order from the ordering agency. A written purchase order mailed or otherwise furnished to the contractor results in a binding obligation without further action by either party.
8. **DELIVERY:** The term of the contract is shown on the face of the contract award. The contractor is required to supply the state's needs during this term. The number of days required to place the commodity in the receiving agency's designated location under normal conditions is also shown. Consistent failure to meet delivery without a valid reason may cause removal from the bidders' list or suspension of eligibility for award.
9. **BACK ORDERS OR DELAY IN DELIVERY:** Back orders or failure to deliver within the time required may be default of the contract. The contractor must give written notice to the Office of State Purchasing and ordering agency of the reason and the

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expected delivery date. If the reason is not acceptable, the contractor is in default. The Office of State Purchasing has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere.

10. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the Office of State Purchasing. Delivery shall be made during agency work hours only, 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.
11. **STORAGE:** The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.
12. **DEFAULT:** All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Default in promised delivery or failure to meet specifications authorizes the Office of State Purchasing to cancel this contract or any portion of same and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor.
13. **VARIATION IN QUANTITY:** The state assumes no liability for commodities produced, processed or shipped in excess of the amount specified herein.
14. **INVOICING:** The contractor shall submit an original and two copies of an itemized invoice showing the bid number and purchase request number when itemized in the invitation for bid. Invoices must be sent to "Invoice to" point shown on the purchase order.
15. **STATE PROPERTY:** Any specifications, drawing, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for the use hereunder shall remain property of the state, be kept confidential, be used only as expressly authorized, and be returned at the contractor's expense to the F.O.B. point, properly identifying what is being returned.
16. **ASSIGNMENT:** This contract is not assignable nor the duties hereunder delegable by either party without the written consent of the other party to the contract.
17. **OTHER REMEDIES:** In addition to the remedies outlined herein, the contractor and the state have the right to pursue any other remedy permitted by law or in equity.
18. **LACK OF FUNDS:** The state may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by the state. If the state is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the

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Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.

19. **QUANTITIES:** The state may order more or less than the estimated quantity in the invitation for bid.
20. **DISCLOSURE:** Failure to make any disclosure required by the Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.